

General Terms and Conditions of Delivery and Services Finetech GmbH & Co.KG

I. General Provisions

(1) Scope of Application (Subject Matter and Personal Scope)

The following terms and conditions apply to all our deliveries and services, including process developments and optimizations, prototype manufacturing, repair, maintenance, and service work, as well as all ancillary services (e.g., planning, planning support, consulting, and proposals). These terms and conditions apply exclusively to entrepreneurs as defined by § 14 BGB (German Civil Code), legal entities under public law, and special funds under public law. Our General Terms and Conditions of Delivery and Services are available on our website at www.finetech.de/gtc. They can be viewed, downloaded, and saved there.

(2) Priority of Individual Agreements

Individual agreements take precedence over these General Terms and Conditions, provided and to the extent that they have been made between the customer and us. For all aspects not explicitly regulated in these individual agreements, the General Terms and Conditions shall apply additionally.

(3) Exclusion of External Terms and Conditions

Any conflicting terms and conditions of the customer are hereby expressly rejected. They shall not be binding on us, even if we do not expressly object to them again upon receipt. Unless otherwise agreed, our terms and conditions are deemed accepted upon the placement of the order or upon receipt of the order confirmation, but at the latest upon acceptance of our delivery or service.

(4) Validity

Should any individual provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected. In the event of an invalid provision, a valid provision shall be deemed agreed upon that comes closest to the intended economic purpose.

(5) Text Form

Unless otherwise stipulated in an individual agreement, deviations from the following terms and conditions, as well as any other changes or additions to the order, must be made in text form (§§ 126b, 127 BGB).

(6) Copyright and Confidentiality

We reserve all ownership and copyright rights to illustrations, drawings, calculations, know-how, and ideas developed by us, as well as to any other documents. These documents must not be made accessible to third parties or used for purposes outside the contract and/or for personal use. This applies particularly to documents marked as "confidential" or "secret."

II. Order

(1) Order Confirmation in Text Form

Our offers are non-binding until an order placed based on the offer is confirmed by us in text form. Every order requires our order confirmation in text form to be legally

binding. In the case of deliveries without a prior order confirmation, our invoice shall serve as the order confirmation.

(2) Order Content

The order content is exclusively determined by the technical specifications of the ordered deliveries and services confirmed in text form in accordance with our offers and order confirmations. Appropriate technical and design changes to the ordered deliveries or services are reserved, provided that such changes do not or only insignificantly impair the technical function, ordinary use, and value of the delivery or service and these changes are reasonable for the customer.

(3) Subsequent Changes/Additions/Reductions to the Order

Subsequent changes, additions, or reductions to the order by the purchaser are only possible with our written consent and on the condition that the additional costs and expenses incurred are reimbursed by the purchaser. To the extent that subsequent changes and/or additions affect agreed delivery dates and deadlines, these will be extended accordingly to a reasonable extent.

III. Obligation to Perform and Deliver

(1) Reservation of Self-Supply

The conclusion of the contract for products not manufactured by us is subject to the condition of timely and correct self-supply by our suppliers, unless non-delivery or delay is our fault. The customer will be informed immediately about the unavailability or delay in delivery.

(2) Force Majeure/Epidemics

In cases of permanent hindrances due to circumstances beyond our control and which are unforeseeable, in particular due to force majeure, strikes, lockouts, import and export bans, transportation difficulties, governmental interventions, epidemics (especially pandemics and epidemics), and associated production disruptions, we are entitled to withdraw from the contract without any obligation to pay damages. Due to the extensive impact of pandemics and epidemics, particularly governmental orders, quarantine regulations, production shutdowns, insolvency of suppliers, supply shortages, delivery delays, transportation disruptions, import and/or export restrictions, and severe labor shortages, there may be time delays in the production, commissioning, and delivery of the contractual deliveries and/or services, whose occurrence, extent, and duration cannot be estimated. In the event of force majeure and/or the aforementioned circumstances, agreed contractual dates and deadlines are considered non-binding and will be reasonably extended in accordance with the duration of the hindrance.

(3) Partial Deliveries

Partial deliveries are permissible and are considered independent deliveries in terms of payment and claims.

(4) Deterioration of the Customer's Financial Situation

If a significant deterioration in the customer's financial and/or liquidity situation occurs after the conclusion of the contract, or if such circumstances that existed prior to the conclusion of the contract become known afterwards, we may, at our discretion, withdraw from the contract or demand immediate payment of all outstanding invoices, even if the invoice amounts were previously deferred or settled by promissory notes. The following are considered significant deteriorations: in particular, a lower credit

rating from credit agencies, bill or check protests, garnishments, suspension of payments, initiation of insolvency proceedings or other procedures aimed at debt regulation, as well as the rejection of insolvency proceedings due to lack of assets. In the event that we do not withdraw from the contract despite a deterioration in financial circumstances, we will only deliver on a cash-on-delivery basis with full payment, and for orders exceeding €10,000.00, exclusively against full advance payment.

IV. Delivery Dates and Delivery Deadlines

(1) General Provisions on Delivery and Performance Dates/Deadlines

Unless otherwise agreed, the delivery and performance dates and deadlines specified in our offers are to be understood as preliminary and non-binding estimates. If binding delivery and performance dates or deadlines have been agreed upon, these shall be considered reasonably extended if they cannot be met due to circumstances beyond our control. The technical complexity of our deliveries and services is the decisive criterion for determining the reasonableness of any extension, unless in individual cases a shorter or longer period is deemed appropriate considering the interests of both parties or is mutually agreed upon. Delivery and performance periods commence on the date of our written order confirmation, but not before clarification of all execution details and fulfillment of all other prerequisites to be provided by the purchaser for the proper execution of the contract. The same applies to delivery and performance dates.

(2) Fixed-Date Transactions

The agreement of binding fixed dates or fixed delivery deadlines requires an express designation as a fixed-date transaction and is only binding if agreed in text form.

(3) Obligations of Cooperation

The customer is obligated to provide all data, documents, and other information required for the execution of the contract with the order, but no later than immediately after the order has been placed. The customer is further obligated to promptly provide test and sample materials, other materials, preliminary products, and the measuring instruments required for the testing of parts in suitable quality and sufficient quantity free of charge at the production site designated by us or at the place of delivery for the setup and commissioning of the system at their own expense. If technical preliminary work by the customer is required, it must be carried out on time and without defects. If the aforementioned data, documents, information, preliminary products, test and sample materials, other required materials, and testing tools are not received on time and/or in the required quantity, or if necessary preliminary work is not carried out on time and/or without defects, the customer is not entitled to demand adherence to delivery dates or deadlines. In this case, the assertion of a delay-related damage is excluded. The delivery date or delivery deadline shall be considered appropriately extended in these cases. The same applies if agreed prepayments, advance payments, securities, and/or letters of credit are not made or provided in a timely manner. Moreover, we reserve the right to charge additional costs for storage and administration. If a delay exceeds 30 days, we are entitled to impose contractual penalties amounting to 0.3% of the order value per business day of delay, up to a maximum penalty of 5% of the order value.

If repair, maintenance, and/or service work is the subject of the contract, the customer is obligated to precisely document the technical condition of the machine or system to be overhauled or repaired and to provide detailed written information on all assemblies related to our services in advance.

V. Transfer of Risk

(1) Transfer of Risk (FCA Clause)

Unless expressly agreed otherwise with the customer, the risk of loss and/or deterioration of the contractual items passes to the customer as soon as the items are loaded onto the transport vehicle at our facility (FCA Clause, INCOTERMS 2020). This applies even if the shipment is carried out at our expense or with our transport means. In all cases, shipment is at the risk of the customer, even if freight-free delivery has been agreed.

(2) Transfer of Risk in Case of Shipping Delays at the Request of the Purchaser

If the shipment of the delivery is delayed at the request of the purchaser or for reasons beyond our control, the risk transfers to the purchaser upon receipt of the notification of readiness for shipment.

VI. Prices

(1) General Price Provisions

Our prices are ex-works, plus packaging costs and applicable statutory VAT. Unless otherwise agreed, our prices for all deliveries and services, including those outside the European Monetary Union, are stated in Euro.

(2) Packaging and Packing Material

The costs for packaging and packing material shall be borne by the customer. We will take back the packaging and packing materials. The cost of return transport shall be borne by the customer. For deliveries outside of Germany, the return of any packaging material is excluded.

VII. Payment Terms

(1) Payment Deadlines / Application to Interest and Costs

Unless otherwise agreed, the invoiced amounts are payable without deduction within 30 days of receipt of the invoice. All payments are first applied to interest and costs before being applied to the oldest outstanding claim. The customer's right to specify the order of performance as per § 367 (2) BGB is excluded.

(2) Default of Payment

In the event of the customer's default in payment, the customer is obliged to pay interest on the outstanding amount at a rate of 9 percentage points above the base rate according to § 247 BGB, without prejudice to our right to claim further damages due to delay. Furthermore, we are entitled to withhold deliveries and services resulting from subsequent orders until the outstanding invoices are fully settled.

(3) Payment by Bill of Exchange and Check

The provision of contractual services is contingent upon the complete and timely fulfillment of agreed advance payments, partial payments, letters of credit, or securities (e.g., guarantees). We also require the customer's creditworthiness and solvency. In the event of performance and/or payment default, non-redemption of checks or bills, cessation of payment, initiation of debt settlement proceedings, non-compliance with payment terms, downgrading of credit rating by a credit reference agency, or other circumstances that could impair the customer's creditworthiness, we are entitled to

modify the contractual terms accordingly and, if the non-compliance continues despite a set deadline, to withdraw from the contract.

(4) Other Performance Disruptions

The provision of contractual services is contingent upon the complete and timely fulfillment of agreed advance payments, partial payments, letters of credit, or securities (e.g., guarantees). We also require the customer's creditworthiness and solvency. In the event of performance and/or payment default, non-redemption of checks or bills, cessation of payment, initiation of debt settlement proceedings, non-compliance with payment terms, downgrading of credit rating by a credit reference agency, or other circumstances that could impair the customer's creditworthiness, we are entitled to modify the contractual terms accordingly and, if the non-compliance continues despite a set deadline, to withdraw from the contract.

(5) Right of Set-Off and Retention

The customer is entitled to assert a right of set-off or retention against our due claims only if such counterclaims arise from the same legal relationship as the claim to be set off or have been legally established or acknowledged by us in writing.

VIII. Retention of Title and Entrepreneur's Lien

(1) Agreement on Simple and Extended Retention of Title

The delivered goods (reserved goods) remain our property until all claims arising from the business relationship with the customer have been fully satisfied. Partial payments do not entitle the customer to acquire partial ownership of the contractual item but only establish corresponding expectant rights. Bills of exchange and checks are only considered as payment once they have been successfully cashed.

(2) Co-Ownership in Case of Processing or Combination

If the reserved goods are processed or combined with other goods or products not belonging to us, creating a new unified item, we acquire co-ownership of the new item in proportion to the value of the reserved goods relative to the value of the other processed and/or incorporated goods at the time of processing and/or combination. The co-ownership thus created is regarded as reserved goods within the meaning of these provisions.

(3) Resale and Advance Assignment

The customer may only resell the products under our retention of title in the ordinary course of business and only as long as they are not in default regarding the settlement of all our claims arising from the business relationship. The customer hereby assigns to us, by way of security, any claims resulting from the resale of the reserved goods to secure all of our claims arising from the business relationship. We hereby accept this assignment. If the reserved goods are sold by the customer together with other goods or co-ownership rights not belonging to us, the claim from the resale is deemed to be assigned to us only up to the amount of the value of our reserved goods. The value of the reserved goods is determined by our invoice value. The customer is authorized to collect the claims assigned to us from the resale until our revocation at any time.

(4) Endangerment of Ownership Rights

During the period of retention of title, the purchaser is prohibited from pledging or assigning the contractual item as security. In the event of seizures, confiscations, or other dispositions, as well as interventions by third parties, particularly in the course of enforcement proceedings, the purchaser must inform us immediately in writing.

(5) Obligation to Surrender

If the customer is in default of settling our claims, in whole or in part, we are entitled to demand the surrender of the reserved goods at any time and to dispose of them otherwise, as well as to withhold outstanding deliveries, even if we have not withdrawn from the purchase contract. Further reminders or setting of deadlines are not required. The assertion of rights arising from the retention of title does not constitute a withdrawal from the contract.

(6) Release of Security

If the value of the securities to which we are entitled under the above provisions exceeds the outstanding invoice value by more than 10%, we are obliged, at the customer's request, to release the excess securities at our discretion. However, the release is subject to the condition that, except for deliveries in a genuine current account relationship, the release may only be granted for deliveries or their replacement values that have been fully paid for.

(7) Entrepreneur's Lien

We are entitled to a lien on the customer's movable property that has come into our possession for the purpose of performing the contractual services, for our claims arising from the contract in accordance with § 647 BGB.

IX. Defects in Goods

(1) Specifications

The specifications of our deliveries or services are conclusively defined by the content of our written or electronic offer documents. Unless otherwise agreed, the intended use as outlined in our offer is the sole content of the contract. Unless explicitly stated as a guaranteed characteristic, all information in our offer documents and other printed materials, as well as on data carriers, constitutes only a product description and does not represent an offer to conclude a guarantee agreement. The same applies to the contents of our advertising.

(2) Customer's Duty to Inspect and Report Defects

The customer must inspect our deliveries and services immediately upon receipt and report any apparent defects in text form within two weeks of delivery. Defects that could not be detected, even with careful inspection, must be reported to us immediately, but no later than two weeks after their discovery, in text form. If the customer fails to provide timely notice of defects, our delivery shall be deemed in conformity with the contract and free of defects. § 377 HGB (German Commercial Code) applies.

(3) Minor Defects, Third-Party Fault, Contributory Negligence

Claims for defects do not exist in the case of only minor deviations from the agreed quality, minor impairment of usability, natural wear and tear, or damages arising after the transfer of risk due to improper or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical, electronic, or electrical influences, or other special external influences not assumed under the contract, as well as non-reproducible software errors. If the customer or third parties make improper modifications or repairs, obscure serial numbers on delivered devices, components, or systems, or remove or destroy date labels, CE or TÜV certification marks, or other security markings on the product, the customer's claims for defects are excluded. The customer may not refuse acceptance of deliveries due to minor defects.

Claims for defects also do not exist if the customer has failed to meet their cooperation obligations as per Section IV, Subsection 3 of these terms and conditions, or has not met them in a timely, adequate, or error-free manner, and this has at least partially contributed to the defect.

(4) Liability for Defects in Goods

At our discretion, our deliveries or services will be rectified or replaced free of charge if a defect occurs within the limitation period and the cause of the defect was present at the time of the transfer of risk, for which the customer bears the burden of proof. We must first be granted a reasonable period to fulfill our obligation to remedy the defect. The customer is required to provide us with sufficient access to the product, as well as relevant information regarding the nature and scope of the reported defects, particularly by providing photos, videos, screenshots, machine logs, error messages, process programs, and similar documentation. Furthermore, the customer must provide us with remote digital access to the product. The start of the appropriate period for remedying the defect depends on the customer's compliance with all the aforementioned cooperation obligations. If our attempts to rectify the defect are unsuccessful, the customer may withdraw from the contract or reduce the payment. Any potential claims for damages remain unaffected. Used products are sold under exclusion of any warranty.

(5) Warranty Period

Unless otherwise agreed, claims for defects expire after twelve months. This does not apply if the law prescribes longer periods pursuant to § 438 (1) No. 2 (Buildings and Building Materials), § 445b (1) (Right of Recourse), and § 634a (1) No. 2 (Construction Defects) of the BGB (German Civil Code), as well as in cases of injury to life, body, or health, in the event of an intentional or grossly negligent breach of duty by us, or in the case of fraudulent concealment of a defect. The statutory regulations on suspension, interruption, and recommencement of the limitation periods remain unaffected.

(6) Reimbursement of Expenses

The customer's claims for reimbursement of expenses necessary for the purpose of subsequent performance, in particular transportation, travel, labor, and material costs, are excluded if these expenses are increased because the subject of delivery was subsequently moved to a location other than the customer's business establishment, unless such relocation corresponds to its intended use.

(7) Limitation of Recourse Claims

The customer's right of recourse against us according to § 478 BGB (Recourse of the Entrepreneur) only exists to the extent that the customer has not entered into agreements with their buyer that go beyond the statutory defect claims and/or an equivalent compensation agreement in the sense of § 478 (4) BGB exists between the customer and us.

(8) Return of Defective Products

If the customer justifiably asserts a warranty claim against us, they are obliged, at our option, to return the defective products to us freight-free, or to keep them available for inspection and defect assessment at their business location.

(9) Other Claims for Damages

For claims for damages, Section XI (Other Claims for Damages) of these terms and conditions of delivery and service shall apply. Further or other claims of the customer against us and our vicarious agents due to a defect are excluded.

X. Legal Defects, Industrial Property Rights, and Copyrights

(1) Third-Party Intellectual Property Rights

Unless otherwise agreed, we are only obligated to provide our deliveries and services within Germany free from third-party industrial property rights and copyrights (hereinafter referred to as "intellectual property rights"). If a third party asserts legitimate claims against the customer due to the infringement of intellectual property rights by our deliveries and services used in accordance with the contract, we shall be liable to the customer within the time period specified in Section IX, Clause 5 as follows:

- a) We will, at our discretion and at our own expense, either obtain a right of use for the respective deliveries and services, modify them so that the intellectual property rights are not infringed, or replace them. If this is not possible under reasonable conditions, the customer is entitled to the statutory rights of withdrawal or reduction.
- b) Our obligation to provide any compensation for damages is governed by Section XI of these terms and conditions.
- c) The aforementioned obligations only exist if the customer promptly notifies us in writing of the claims asserted by third parties, does not acknowledge an infringement, and reserves for us all defense measures and settlement negotiations. If the customer discontinues the use of the delivery to mitigate damage or for other important reasons, they are obligated to inform the third party that the discontinuation does not constitute an acknowledgment of the infringement.

(2) Responsibility of the Customer

Claims by the customer are excluded to the extent that the customer is responsible for the infringement of the intellectual property rights.

(3) Other Exclusion Grounds

Claims by the customer are also excluded if the infringement of intellectual property rights is caused by specific requirements of the customer, by an application not foreseeable by us, or by the modification of the delivery by the customer or its use together with products not supplied by us.

(4) Other Legal Defects

In the event of other legal defects, the provisions of Section IX shall apply accordingly.

(5) Exclusion of Further Claims

Any further or other claims by the customer against us and our agents due to a legal defect, other than those regulated in this Section X and in Sections IX and XI, are excluded.

XI. Other Claims for Damages

(1) Exclusion of Liability

Claims for damages and reimbursement of expenses by the customer, regardless of the legal basis—particularly due to breaches of obligations arising from the contractual relationship or tortious acts—are excluded.

(2) Mandatory Liability

This exclusion does not apply in cases of mandatory liability, such as under the Product Liability Act, in cases of intent, gross negligence, injury to life, body, or health, breach of essential contractual obligations, or the assumption of guarantees. However, the claim for damages and reimbursement of expenses for the breach of essential contractual obligations is limited to the typical and foreseeable damage, provided there is no intent or gross negligence or liability due to injury to life, body, or health. The above provisions do not imply a reversal of the burden of proof to the disadvantage of the customer.

(3) Statute of Limitations

If the customer is entitled to claims for damages under this Section XI, they shall be subject to the same limitation period as the claims for defects according to Section IX, Clause 5. For claims for damages under the Product Liability Act, the statutory limitation periods apply.

XII. Contractual Reservation / Compliance with Export Control Regulations

- (1) The conclusion of a contract with us, as well as our deliveries and services (contract fulfillment), are subject to the condition that there are no obstacles due to national or international foreign trade, embargo regulations, or customs laws, particularly export control regulations or other restrictions. The contractual parties undertake to provide all information and documents required for export, transfer, and import. The customer is obligated to carefully check all samples, prototypes, products, components, and any other supplies provided by them in connection with their orders to us, which are part of our services as defined by the order, to determine whether a "dual-use" application is possible, and to inform us in writing of the results of their assessment, specifying the relevant reasons, each time such supplies are sent. Delays due to export checks or approval procedures suspend any deadlines and delivery times. If the necessary approvals are not granted, the contract shall be considered as not concluded with respect to the affected parts; any claims for damages by the customer in this regard or due to the aforementioned deadline extensions are excluded.
- (2) The customer guarantees and warrants that at the time of the order and throughout the entire duration of the contractual relationship, neither they nor any of their senior executives, employees, agents, representatives, or any other person acting on their behalf:
 - are a sanctioned person or have engaged or will engage in activities or behaviors that could lead to being classified as a sanctioned person,
 - are in violation of sanctions or will violate them in the future and have not violated any sanctions in the 10 years prior to the order,
 - have taken or will take any actions or omitted any legal obligations that would cause us to violate sanctions,
 - have implemented and will maintain appropriate policies and procedures to ensure compliance with sanctions,
 - have not been the subject of an investigation or proceeding under any sanction law.
- (3) When passing on the goods delivered by us or the services provided by us (including technical support of any kind) to third parties, the customer must comply with the applicable national and international (re-)export control regulations. In all cases, the customer must observe the (re-)export control regulations of the Federal Republic of

Germany, the European Union, and the United States of America when transferring such goods and services to third parties.

- (4) Before transferring the goods delivered by us or the services provided by us to third parties, the customer must, in particular, verify and ensure through suitable measures that:
- no violation of an embargo of the European Union, the United States of America, and/or the United Nations—also taking into account possible restrictions on domestic transactions and circumvention prohibitions—is caused by such transfer to third parties, by brokering contracts for such goods and services, or by providing other economic resources in connection with such goods and services;
 - such goods and services are not intended for prohibited or license-required military, nuclear, or weapons-related use unless necessary licenses are in place;
 - the regulations of all relevant sanctions lists of the European Union and the United States of America concerning business transactions with companies, individuals, or organizations listed therein are complied with.

All embargoes must be strictly observed. Sanction lists must be precisely checked and complied with. Upon our request, the customer must demonstrate compliance with the sanction list checks using appropriate software programs.

- (5) If required for export control checks by authorities or by us, the customer shall promptly provide us with all necessary information regarding the companies involved in the order, the end recipient, the final destination, and the intended use of the goods delivered by us or services provided by us, as well as any applicable export control restrictions, upon our request.
- (6) The customer shall fully indemnify us against any claims made by authorities or other third parties against us due to the customer's non-compliance with the aforementioned export control obligations and shall compensate us for any damages and expenses incurred in this context.
- (7) If, after the delivery of an order, a national or international trade embargo is imposed against countries, organizations, groups, or individuals, all further contractual obligations regarding any affected orders, particularly any remaining obligations to fulfill warranty and guarantee obligations as well as all other ancillary and support duties, shall be suspended with immediate effect until the relevant trade embargo is fully lifted.

XIII. Miscellaneous

(1) Withdrawal/Termination by the Customer

The customer's statutory right of withdrawal does not require fault in the event of a defect in the delivery. In all other cases, the customer may only withdraw if there is a breach of duty attributable to us. If the order is based on a contract for work and services, the customer's right to terminate pursuant to § 648 BGB is excluded.

(2) Data Protection

In the course of contract initiation and fulfillment, we may process personal data automatically. This is done in accordance with the relevant statutory provisions. We refer to our data protection notice, which can be accessed on our website at <https://finetech.de/imprint/privacy-policy>.

XIV. Place of Performance and Jurisdiction / Applicable Law

(1) Place of Performance

The place of performance for the mutual obligations arising from the contract is Berlin.

(2) Jurisdiction

Unless otherwise agreed, Berlin is the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, we are also entitled to file suit at the customer's place of business.

(3) Applicable Law

The legal relationship between us and the customer is governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).